

CHRISTOPHER CHIOU  
Acting United States Attorney  
District of Nevada  
Nevada Bar No. 14853  
JAMES A. BLUM  
Assistant United States Attorney  
501 Las Vegas Boulevard South, Suite 1100  
Las Vegas, Nevada 89101  
(702) 388-6336  
james.blum@usdoj.gov  
*Attorneys for the United States*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$285,450.00 IN UNITED STATES  
CURRENCY,

Defendant.

3:20-CV-703-MMD-CLB

**Settlement Agreement for Entry of  
Judgment of Forfeiture as to  
Thomas Patton and Order**

The United States and Thomas Patton and his counsel, Jacek W. Lentz, agree as follows:

1. This case is a civil forfeiture action seeking to forfeit \$285,450 under 18 U.S.C. § 981(a)(1)(C) and 21 U.S.C. § 881(a)(6).

2. Thomas Patton does not admit (1) the facts in the Complaint for Forfeiture in Rem (Complaint, ECF No. 3) and (2) that the United States can prove by preponderance of the evidence the facts in the Complaint. This Settlement Agreement for Entry of Judgment of Forfeiture as to Thomas Patton and Order (Settlement Agreement) shall not constitute an admission of liability, wrongdoing, or fault on the part of Thomas Patton, and to avoid delay, uncertainty, inconvenience, and expense of protracted litigation, the United States and Thomas Patton reach a full and final settlement in this Settlement Agreement.

1           3.       The execution of this agreement does not constitute any admission of  
2 wrongdoing or fact by Thomas Patton or any other party except as otherwise expressly  
3 provided herein. This agreement is not admissible in any proceeding, civil or criminal,  
4 except for purposes of enforcing or interpreting the terms of the agreement.

5           4.       Thomas Patton knowingly and voluntarily agrees to the civil judicial  
6 forfeiture of the \$285,450.

7           5.       Thomas Patton knowingly and voluntarily agrees to forfeit the \$285,450.

8           6.       Thomas Patton knowingly and voluntarily agrees to relinquish all right, title,  
9 and interest in the \$285,450.

10          7.       Thomas Patton knowingly and voluntarily agrees to waive his right to any  
11 civil judicial forfeiture proceedings (proceedings) concerning the \$285,450.

12          8.       Thomas Patton knowingly and voluntarily agrees to waive service of process  
13 of any and all documents filed in this action or any proceedings concerning the \$285,450  
14 arising from the facts and circumstances of this case.

15          9.       Thomas Patton knowingly and voluntarily agrees to waive any further notice  
16 to him, his agents, or his attorney regarding the forfeiture and disposition of the \$285,450.

17          10.       Thomas Patton knowingly and voluntarily agrees not to file any claim,  
18 answer, petition, or other documents in any proceeding concerning the \$285,450.

19          11.       Thomas Patton knowingly and voluntarily agrees to withdraw any claims,  
20 answers, counterclaims, petitions, or other documents he filed in any proceedings  
21 concerning the \$285,450.

22          12.       Thomas Patton knowingly and voluntarily agrees to waive the statute of  
23 limitations, the CAFRA requirements, Supplemental Rules for Admiralty or Maritime  
24 Claims and Asset Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional  
25 requirements, and the constitutional due process requirements of any forfeiture proceedings  
26 concerning the \$285,450.

27          13.       Thomas Patton knowingly and voluntarily agrees to waive his right to a trial  
28 on the forfeiture of the \$285,450.

1           14.     Thomas Patton knowingly and voluntarily agrees to waive (a) all  
2 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double  
3 jeopardy defense or claim concerning, and (c) any claim or defense under the Eighth  
4 Amendment to the United States Constitution, including, but not limited to, any claim or  
5 defense of excessive fines or cruel and unusual punishments in any proceedings concerning  
6 the \$285,450.

7           15.     Thomas Patton knowingly and voluntarily agrees to the entry of a Judgment  
8 of Forfeiture of the \$285,450 to the United States.

9           16.     Thomas Patton understands that the forfeiture of the \$285,450 shall not be  
10 treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any  
11 other penalty that may be imposed on Thomas Patton in addition to forfeiture.

12           17.     Thomas Patton knowingly and voluntarily agrees to the conditions set forth  
13 in this Settlement Agreement for Entry of Judgment of Forfeiture as to Thomas Patton and  
14 Order (Settlement Agreement).

15           18.     Thomas Patton knowingly and voluntarily agrees to hold harmless the  
16 United States, the United States Department of Justice, the United States Attorney's Office  
17 for the District of Nevada, the Drug Enforcement Administration, the Reno Police  
18 Department, the Sparks Police Department, the Department of the United States Treasury,  
19 and their agencies, their agents, and their employees from any claim made by Thomas  
20 Patton or any third party arising out of the facts and circumstances of this case.

21           19.     Thomas Patton knowingly and voluntarily releases and forever discharges  
22 the United States, the United States Department of Justice, the United States Attorney's  
23 Office for the District of Nevada, the Drug Enforcement Administration, the Reno Police  
24 Department, the Sparks Police Department, the Department of the United States Treasury,  
25 and their agencies, their agents, and their employees from any and all claims, rights, or  
26 causes of action of any kind that Thomas Patton now has or may hereafter have on account  
27 of, or in any way growing out of, the seizures and the forfeitures of the property in the civil  
28 judicial forfeiture.

1           20.     Thomas Patton knowingly and voluntarily acknowledges, understands, and  
2 agrees that (a) federal law requires the Department of the United States Treasury and other  
3 disbursing officials to offset federal payments to collect delinquent tax and non-tax debts  
4 owed to the United States and to individual states (including past-due child support); (b) if  
5 an offset occurs to the payment to be made pursuant to this agreement, they will receive a  
6 notification from the Department of the United States Treasury at the last address provided  
7 by them to the governmental agency or entity to whom the offset payment is made; (c) if  
8 they believe the payment may be subject to an offset, they may contact the Treasury  
9 Department at 1-800-304-3107; (d) the terms of this settlement do not affect the tax  
10 obligations fines, penalties, or any other monetary obligations owed to the United States or  
11 an individual state; and (e) the exact sum delivered to Jacek W. Lentz, on behalf of him,  
12 may well be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction  
13 of a debt obligation.

14           21.     After the property is forfeited in the civil case and the United States District  
15 Court has signed the Settlement Agreement concerning the property, within a practicable  
16 time thereafter for the United States, the United States agrees to release to Thomas Patton  
17 one payment of \$99,907.50 less any debt owed to the United States, any agency of the  
18 United States, or any debt in which the United States is authorized to collect, through  
19 Jacek W. Lentz via his client trust account. Thomas Patton's funds are to be transferred to  
20 the client trust account of Claimant's attorney Jacek W. Lentz. Thomas Patton knowingly  
21 and voluntarily agrees to fill out the Department of the United States Treasury Automated  
22 Clearing House (ACH) form accurately and correctly and submit it to the United States  
23 Attorney's Office so that the payment of the money can be disbursed by electronic fund  
24 transfer. Thomas Patton knowingly and voluntarily agrees the \$99,907.50 may be offset by  
25 any debt owed to the United States, any agency of the United States, or any debt in which  
26 the United States is authorized to collect.

27           22.     Each party acknowledges and warrants that its execution of the Settlement  
28 Agreement is free and is voluntary.

1           23.    The Settlement Agreement contains the entire agreement between the  
2 parties.

3           24.    Except as expressly stated in the Settlement Agreement, no party, officer,  
4 agent, employee, representative, or attorney has made any statement or representation to  
5 any other party, person, or entity regarding any fact relied upon in entering into the  
6 Settlement Agreement, and no party, officer, agent, employee, representative, or attorney  
7 relies on such statement or representation in executing the Settlement Agreement.

8           25.    The persons signing the Settlement Agreement warrant and represent that  
9 they have full authority to execute the Settlement Agreement and to bind the persons  
10 and/or entities, on whose behalf they are signing, to the terms of the Settlement  
11 Agreement.

12           26.    This Settlement Agreement shall be construed and interpreted according to  
13 federal forfeiture law and federal common law. The jurisdiction and the venue for any  
14 dispute related to, and/or arising from, this Settlement Agreement is the unofficial  
15 Northern Division of the United States District Court for the District of Nevada, located in  
16 Reno, Nevada.

17           27.    Each party shall bear his or its own attorneys' fees, expenses, costs, and  
18 interest.

19           28.    This Settlement Agreement shall not be construed more strictly against one  
20 party than against the other merely by virtue of the fact that it may have been prepared  
21 primarily by counsel for one of the parties; it being recognized that both parties have  
22 contributed substantially and materially to the preparation of this Settlement Agreement.

23   / / /

24   / / /

25   / / /

26   / / /

27   / / /

28   / / /

1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the \$285,450.

3 Dated: \_\_\_\_\_

4 The Lentz Law Firm, P.C.

5  
6 JACEK W LENTZ  
7 *Counsel for Thomas Patton*

Dated: MARCH 8, 2021

CHRISTOPHER CHIOU  
Acting United States Attorney

  
JAMES A. BLUM  
Assistant United States Attorney  
*Attorneys for the United States*

8  
9 Dated: \_\_\_\_\_

10  
11 \_\_\_\_\_  
12 Thomas Patton

13  
14  
15 IT IS SO ORDERED:

16   
17  
18 UNITED STATES DISTRICT JUDGE

19 DATED: 4/13/2021  
20  
21  
22  
23  
24  
25  
26  
27  
28

NICHOLAS A. TRUTANICH  
United States Attorney  
District of Nevada  
Nevada Bar Number 13644  
JAMES A. BLUM  
Assistant United States Attorney  
501 Las Vegas Boulevard South, Suite 1100  
Las Vegas, Nevada 89101  
(702) 388-6336  
james.blum@usdoj.gov  
*Attorneys for the United States*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
\$285,450.00 IN UNITED STATES  
CURRENCY,  
  
Defendant.

3:20-CV-703-MMD-CLB

**Settlement Agreement for Entry of  
Judgment of Forfeiture as to  
Thomas Patton and Order**

The United States and Thomas Patton and his counsel, Jacek W. Lentz, agree as follows:

1. This case is a civil forfeiture action seeking to forfeit \$285,450 under 18 U.S.C. § 981(a)(1)(C) and 21 U.S.C. § 881(a)(6).

2. Thomas Patton does not admit (1) the facts in the Complaint for Forfeiture in Rem (Complaint, ECF No. \_\_) and (2) that the United States can prove by preponderance of the evidence the facts in the Complaint. This Settlement Agreement for Entry of Judgment of Forfeiture as to Thomas Patton and Order (Settlement Agreement) shall not constitute an admission of liability, wrongdoing, or fault on the part of Thomas Patton, and to avoid delay, uncertainty, inconvenience, and expense of protracted litigation, the United States and Thomas Patton reach a full and final settlement in this Settlement Agreement.

1           3.       The execution of this agreement does not constitute any admission of  
2 wrongdoing or fact by Thomas Patton or any other party except as otherwise expressly  
3 provided herein. This agreement is not admissible in any proceeding, civil or criminal,  
4 except for purposes of enforcing or interpreting the terms of the agreement.

5           4.       Thomas Patton knowingly and voluntarily agrees to the civil judicial  
6 forfeiture of the \$285,450.

7           5.       Thomas Patton knowingly and voluntarily agrees to forfeit the \$285,450.

8           6.       Thomas Patton knowingly and voluntarily agrees to relinquish all right, title,  
9 and interest in the \$285,450.

10          7.       Thomas Patton knowingly and voluntarily agrees to waive his right to any  
11 civil judicial forfeiture proceedings (proceedings) concerning the \$285,450.

12          8.       Thomas Patton knowingly and voluntarily agrees to waive service of process  
13 of any and all documents filed in this action or any proceedings concerning the \$285,450  
14 arising from the facts and circumstances of this case.

15          9.       Thomas Patton knowingly and voluntarily agrees to waive any further notice  
16 to him, his agents, or his attorney regarding the forfeiture and disposition of the \$285,450.

17          10.       Thomas Patton knowingly and voluntarily agrees not to file any claim,  
18 answer, petition, or other documents in any proceeding concerning the \$285,450.

19          11.       Thomas Patton knowingly and voluntarily agrees to withdraw any claims,  
20 answers, counterclaims, petitions, or other documents he filed in any proceedings  
21 concerning the \$285,450.

22          12.       Thomas Patton knowingly and voluntarily agrees to waive the statute of  
23 limitations, the CAFRA requirements, Supplemental Rules for Admiralty or Maritime  
24 Claims and Asset Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the constitutional  
25 requirements, and the constitutional due process requirements of any forfeiture proceedings  
26 concerning the \$285,450.

27          13.       Thomas Patton knowingly and voluntarily agrees to waive his right to a trial  
28 on the forfeiture of the \$285,450.



1           14.     Thomas Patton knowingly and voluntarily agrees to waive (a) all  
2 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double  
3 jeopardy defense or claim concerning, and (c) any claim or defense under the Eighth  
4 Amendment to the United States Constitution, including, but not limited to, any claim or  
5 defense of excessive fines or cruel and unusual punishments in any proceedings concerning  
6 the \$285,450.

7           15.     Thomas Patton knowingly and voluntarily agrees to the entry of a Judgment  
8 of Forfeiture of the \$285,450 to the United States.

9           16.     Thomas Patton understands that the forfeiture of the \$285,450 shall not be  
10 treated as satisfaction of any assessment, restitution, fine, cost of imprisonment, or any  
11 other penalty that may be imposed on Thomas Patton in addition to forfeiture.

12           17.     Thomas Patton knowingly and voluntarily agrees to the conditions set forth  
13 in this Settlement Agreement for Entry of Judgment of Forfeiture as to Thomas Patton and  
14 Order (Settlement Agreement).

15           18.     Thomas Patton knowingly and voluntarily agrees to hold harmless the  
16 United States, the United States Department of Justice, the United States Attorney's Office  
17 for the District of Nevada, the Drug Enforcement Administration, the Reno Police  
18 Department, the Sparks Police Department, the Department of the United States Treasury,  
19 and their agencies, their agents, and their employees from any claim made by Thomas  
20 Patton or any third party arising out of the facts and circumstances of this case.

21           19.     Thomas Patton knowingly and voluntarily releases and forever discharges  
22 the United States, the United States Department of Justice, the United States Attorney's  
23 Office for the District of Nevada, the Drug Enforcement Administration, the Reno Police  
24 Department, the Sparks Police Department, the Department of the United States Treasury,  
25 and their agencies, their agents, and their employees from any and all claims, rights, or  
26 causes of action of any kind that Thomas Patton now has or may hereafter have on account  
27 of, or in any way growing out of, the seizures and the forfeitures of the property in the civil  
28 judicial forfeiture.

1           20.     Thomas Patton knowingly and voluntarily acknowledges, understands, and  
2 agrees that (a) federal law requires the Department of the United States Treasury and other  
3 disbursing officials to offset federal payments to collect delinquent tax and non-tax debts  
4 owed to the United States and to individual states (including past-due child support); (b) if  
5 an offset occurs to the payment to be made pursuant to this agreement, they will receive a  
6 notification from the Department of the United States Treasury at the last address provided  
7 by them to the governmental agency or entity to whom the offset payment is made; (c) if  
8 they believe the payment may be subject to an offset, they may contact the Treasury  
9 Department at 1-800-304-3107; (d) the terms of this settlement do not affect the tax  
10 obligations fines, penalties, or any other monetary obligations owed to the United States or  
11 an individual state; and (e) the exact sum delivered to Jacek W. Lentz, on behalf of him,  
12 may well be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction  
13 of a debt obligation.

14           21.     After the property is forfeited in the civil case and the United States District  
15 Court has signed the Settlement Agreement concerning the property, within a practicable  
16 time thereafter for the United States, the United States agrees to release to Thomas Patton  
17 one payment of \$99,907.50 less any debt owed to the United States, any agency of the  
18 United States, or any debt in which the United States is authorized to collect, through  
19 Jacek W. Lentz via his client trust account. Thomas Patton's funds are to be transferred to  
20 the client trust account of Claimant's attorney Jacek W. Lentz. Thomas Patton knowingly  
21 and voluntarily agrees to fill out the Department of the United States Treasury Automated  
22 Clearing House (ACH) form accurately and correctly and submit it to the United States  
23 Attorney's Office so that the payment of the money can be disbursed by electronic fund  
24 transfer. Thomas Patton knowingly and voluntarily agrees the \$99,907.50 may be offset by  
25 any debt owed to the United States, any agency of the United States, or any debt in which  
26 the United States is authorized to collect.

27           22.     Each party acknowledges and warrants that its execution of the Settlement  
28 Agreement is free and is voluntary.

1           23.     The Settlement Agreement contains the entire agreement between the  
2 parties.

3           24.     Except as expressly stated in the Settlement Agreement, no party, officer,  
4 agent, employee, representative, or attorney has made any statement or representation to  
5 any other party, person, or entity regarding any fact relied upon in entering into the  
6 Settlement Agreement, and no party, officer, agent, employee, representative, or attorney  
7 relies on such statement or representation in executing the Settlement Agreement.

8           25.     The persons signing the Settlement Agreement warrant and represent that  
9 they have full authority to execute the Settlement Agreement and to bind the persons  
10 and/or entities, on whose behalf they are signing, to the terms of the Settlement  
11 Agreement.

12           26.     This Settlement Agreement shall be construed and interpreted according to  
13 federal forfeiture law and federal common law. The jurisdiction and the venue for any  
14 dispute related to, and/or arising from, this Settlement Agreement is the unofficial  
15 Northern Division of the United States District Court for the District of Nevada, located in  
16 Reno, Nevada.

17           27.     Each party shall bear his or its own attorneys' fees, expenses, costs, and  
18 interest.

19           28.     This Settlement Agreement shall not be construed more strictly against one  
20 party than against the other merely by virtue of the fact that it may have been prepared  
21 primarily by counsel for one of the parties; it being recognized that both parties have  
22 contributed substantially and materially to the preparation of this Settlement Agreement.

23     / / /

24     / / /

25     / / /

26     / / /

27     / / /

28     / / /

1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the \$285,450.

3 Dated: March 1, 2021

Dated: \_\_\_\_\_

4 The Lentz Law Firm, P.C.

NICHOLAS A. TRUTANICH  
United States Attorney

5   
6 JACEK W LENTZ  
7 *Counsel for Thomas Patton*

\_\_\_\_\_  
JAMES A. BLUM  
Assistant United States Attorney  
*Attorneys for the United States*

8  
9 Dated: 3/1/2021

10 DocuSigned by:  
11   
12 Thomas Patton  
13 54B80A79EC422...

14  
15  
16 IT IS SO ORDERED:

17  
18 UNITED STATES DISTRICT JUDGE

19  
20 DATED: \_\_\_\_\_